



The Comptroller General
of the United States

Washington, D.C. 20548

Spangenberg

Decision

Matter of: Sperry Corporation--Reconsideration

File: B-225492.3

Date: June 29, 1987

DIGEST

Where in request for reconsideration of a decision denying its protest, the protester fails to demonstrate legal error or provide any information not previously considered, but only reiterates arguments made and considered in the initial decision, the request for reconsideration is denied.

DECISION

Sperry Corporation requests reconsideration of our decision in Sperry Corporation, B-225492, B-225492.2, Mar. 25, 1987, 87-1 C.P.D. ¶ 341, wherein we denied in part and dismissed the remainder of Sperry's protest of an award of contract No. 61339-86-C-0148 to Gould Inc., by the Naval Training Systems Center, Orlando, Florida, for a Trident Submarine ship control team trainer with associated documentation, parts and support services.

We deny the request for reconsideration.

Sperry's initial and supplemental protests raised numerous issues which were either denied or dismissed as untimely in our prior decision. In its reconsideration request, Sperry disputes the denial of two of the protest bases. These two protest bases were that (1) the Navy failed to perform a cost realism analysis of the fixed-price proposals as allegedly required by the evaluation criteria in the request for proposals (RFP) and (2) Gould's proposal was unacceptable because Gould failed to provide with its best and final offer (BAFO) pricing for the exhibit line item numbers (ELIN) for required data items on the Contract Data Requirements List (CDRL), Department of Defense (DD) Form 1423.

With regard to the first point, we concluded that neither the RFP nor applicable regulations required a detailed cost or cost realism analysis of the fixed-price proposals. Sperry disagrees and contends that the RFP required consideration of the completeness and realism of the fixed-

039328

price proposals as a part of the cost evaluation. With regard to Gould's failure to submit ELIN pricing with its BAFO, we found in our prior decision that this failure did not adversely affect the acceptability or price of Gould's proposal or the government's rights under the contract. Sperry contends that since the RFP required fixed prices rather than estimated costs for the data items, the ELIN prices were contractually significant subline items of the contract schedule prices and were intended to be part of the contract. However, as found in the prior decision, Gould bound itself to deliver the data items by submitting prices for the contract line and subline items.

Sperry has failed to demonstrate legal error or provide any information not considered previously; it has essentially reiterated arguments made and considered in the initial decision. Consequently, we deny the request for reconsideration. 4 C.F.R. § 21.12(a) (1986); Buchanan Construction Co.--Request for Reconsideration, B-224171.3, Mar. 19, 1987, 87-1 C.P.D. ¶ 309.

Harry R. Van Cleve

Harry R. Van Cleve
General Counsel